[For information on the renting and leasing of land by baras, see also category 425. --Analyst]

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425 from farming stock, that is, whose family is holding land already, the usual way to acquire land is to exercise his claim to a parcel of the land that is held jointly by the family group, and which is administered and apportioned by the family head. This would be the procedure, for example, in the case of a young member of the family who had founded a family himself and now requests land for a farm of his own. More or less the same situation would arise in the case of a stranger, a native of Nupe though not of the particular village, or even a native of Nigeria (a Hausa or Yoruba) though an alien in Nupe, who, having been adopted into a household, may request land on which to settle. There is, however, the possibility that the family land available at the time is insufficient; or there might be a man desiring land whose family had not held land previously or had lost the claim to the land, e.g. through overlong absence. Here two main methods offer themselves: first, the man desiring land can exercise his right as a member, native or adopted, of the village community to request land (possibly additional land) from the chief, which may be either land that has been under cultivation previously but has fallen vacant, or virgin land within the village territory. Second, he can acquire new land through an arrangement with an individual landlord (using the term here in the widest sense); in other words, he can lease land temporarily for a rent in kind—a method known in Nupe as *aro*, 'borrowing'. In both these methods the land thus acquired is inalienable.

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A third method closely related to borrowing is a lease for life or for an indefinite period, in most cases against a single payment in money to which is added a fixed rent in kind. This arrangement, which definitely recognizes the money value of land, may be tantamount to real purchase. Fourth, there exists hereditary tenantship, which gives the tenant absolute right over his land, including the right to dispose of it again or sublet it. This tenantship I shall call (for reasons which will become clear presently) *secondary* tenantship. It implies not a fixed rent but a share in the produce—a form of métayer system.[1] Finally, there exists a *primary* tenantship, in which a landlord who himself owns the land by the right of conquest or appropriation may cede complete and absolute rights over land to another person, Nupe or stranger, in recognition of (political) services rendered; here again a share in the produce is implied. The last two methods form part of the feudal organization of the Nupe state.[2]

425 427 We have thus five methods of land acquisition, which fall in two main categories: (1) Acquisition in virtue of membership of a group (kinship

[1] See A. Marshall, op. cit., p. 643.

[2] Different from these traditional methods of acquiring and transferring land is the method of land-tenure under the Native Land Ordinance Act, which, adjusted to modern requirements, involves the lease of native land to non-natives, i.e. non-Nigerians (a merchant who plans a trading-station, a missionary who intends to build a school or church, &c.). In such cases application for a lease of a parcel of the land that has been retained as Crown land must be made to the Administration. This method, and all questions entailed in it, will be disregarded in the following. It is, in fact, of very little significance in Nupe country where no commercial utilization of land and no settlement of non-natives exist.

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group or village community), holding 'corporate' rights to land. (2) Acquisition of land in virtue of a contract between individual landowners—a short-term contract such as the 'borrowing' of land, or a long-term, or indefinite, contract such as is embodied in tenantship and in the granting of land for services rendered. The methods summarized under the first category occur both in Trans- and Cis-Kaduna; of the methods summarized under the second category only 'borrowing' occurs in Trans-Kaduna; all acquisition and transfer of land for indefinite periods is restricted to the 'conquered' area east of the Kaduna.

Village Land

The village land is administered, that is, held in trust and apportioned—in Nupe terminology 'owned'—by the chief. Linguistically the specific character of his administrative right to the disposal of village land is not defined very clearly. The Nupe refer to the chief's control over land in exactly the same terms which they use for the direct utilization and ownership of land by a family head or any individual farmer. The Nupe would use the same term also when speaking of the territory belonging to a village, i.e. the land that is 'owned' by the people of the village collectively.[1] Understood in the widest sense of the word, this village land embraces a territory surrounding the village in a rough circle. It comprises three kinds of land, each called by a different name: (1) occupied land fallow or actually worked, in the hands of families or individuals—*lati*, 'farm'; (2) vacant land which has once been occupied but has fallen back to the common fund of land held in trust by the chief for future allotment—mostly referred to as *gonta*; and (3) a fringe of virgin land claimed by the village community as a land reserve—called *cihã*, 'bush', or, again, *gonta*. The second and third kind of land we will call 'village land' in the narrow sense, as against land of the first kind, 'family land'.

The border between the fringe of virgin land which is regarded as the land reserve of the village and the stretch of no-man's-land which separates it from the territory of the next village is fluid and never rigidly defined. There are no marks or boundary signs. But in the sparsely populated area of Trans-Kaduna this never leads to disputes between villages. The fluidity of this boundary is, in fact, an essential part of the elastic system of Nupe settlement, with its star-like expansion and founding of new 'colonies' which, step by step, extend the village territory. The area of village land rarely stretches beyond a radius of three miles: in other words, the Nupe farms are situated within an hour's walk from home. In some cases, where the farms are farther away, the farmers build small grass huts on the farms, in which they can find shelter in a rain or storm or spend the night if it is too late to walk home. Should the people of the village, in their search for new land, go beyond this easy reach, they would found new, permanent settlements, village

[1] The Nupe would say, for example: *Žitsu wũ kin kpátá*, the chief owns all the land; or *Dokociši wũ kin babó*, the people of Doko own the land round here; but also *Kolo-gé wũ lati-o*, it is Kolo who owns this farm.

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No junior family member, even when already holding *efakó* land in his own right, may claim any share in the produce of the fruit-bearing trees. Only succession to the family head's position implies the usufructory right to the trees that stand on his or any other parcel of the family land.

Borrowing of Land

Land can be borrowed only for limited periods, as a rule for periods from two to five years, that is, in order to help a temporary shortage of land. The family heads or other 'landlords' arrange the transaction between themselves, not necessarily informing the chief, but always in the presence of witnesses who should be able later to testify to the nature of the transaction. Every landowner who has enough land is ready to 'lend' it in this way. In Trans-Kaduna the transaction is regarded as a friendly act, a 'helping out', quite natural between neighbours or fellow villagers. The borrower pays annually a fixed rent in kind, as a rule one bundle of millet or sorghum. In Cis-Kaduna the transaction gains a definite commercial significance: the borrower pays a small sum of money down, varying with the quality of the land (from 8*d.* for about one acre of ordinary land to 2*s.* for a much smaller plot on valuable marsh-land—the highest amount paid I found to be 6*s.*), and again the annual rent of one bundle or the equivalent in money.[1] In one case I found that regular farm-work for the owner of the land had taken the place of the annual rent in kind.

A landlord is free to cancel the lease before it has lapsed if the tenant is not working the land—as happens frequently; the court would confirm his right to do so, only ordering him to return the initial payment. But it may also happen that the landlord dies or emigrates while the lease is still running, or that for some other reason the lease is not recalled. In such cases the lessee often continues to work the land, although he has naturally ceased to pay the annual rent; he even comes to regard the land as his own whether he is working it or not, till one day it may be demanded back by the original owner or his heirs. In Trans-Kaduna, where no long-term transfer of land exists, any evidence as to the nature of the original transaction will at once settle the case. In the conquered areas of Cis-Kaduna, where land is let and sublet, and where short leases and leases for an indefinite period coexist, it is often difficult to establish clearly whether temporary or permanent lease had been arranged originally, specially when the witnesses of the original contract have died. What type of lease was originally intended is shown by the amount of the initial payment, whether it was high or low, that is, a 'real' payment, or only a *kyutá*, a gratuity. The latter, combined with a repeated rent in kind, establishes the nature of the temporary lease, the *jī aro*, 'borrowing'. But the continued working of the 'borrowed' land, and the failure of the original owner or his heirs to call in the lease, clearly alter the situation considerably. The attitude of the court in such

[1] Characteristically this annual rent is called in Bida—quite logically—*dzankó* 'tithe', but in the villages *kyutá*, 'present'.

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disputes is this: if the original owner or his heirs had allowed the rent to lapse without calling in the lease, and if the other party can prove that he has worked the land for a long period, this is generally considered sufficient evidence that the original owner has abandoned his claim to the land, whether the new owner is at the time actually working the land or keeping it as reserve. Long occupation is thus recognized as tantamount to ownership. In summing-up a land case in 1935 the *Etsu* Nupe said: 'We do not agree that a man should be evicted from the place which he has been working for a long time.' And in another case, heard in 1934, the claim of the new 'borrower' to the land was confirmed by the court 'because of the many years the farm had been in so-and-so's hands'.

Litigation about 'borrowed' land comes up constantly before the court in Bida. This is a typical case: A. suddenly demanded back two farms which his grandfather and father had 'lent' to another man, because A. was going to be married and needed the land for himself. He based his claim on the fact that only *aro* had been intended, although the rent had been allowed to lapse. Evidence of the original transaction was difficult to obtain, so the court suggested the following compromise: the transfer of the farm of A.'s grandfather was confirmed, but the farm which A.'s father had 'lent' to the other man the latter was ordered to return—a decision which is again based on the length of occupation. The lack of precision in the concept of land-borrowing in Bida and Cis-Kaduna is illustrated still better by the following case, not itself a court case, but, as it were, a typical potential cause for such land-disputes. A certain rich Mallam had 'borrowed' land from the *Cece*, a *bara* of L., a nobleman of high rank. He had paid 8*d.* down, and every year one bundle of sorghum as rent, for five years. The *Cece* died in the meantime, and the present owner maintained in discussion with me that the land was his and could be inherited by his sons after his death. When I discussed the case later with the *Alkali* he confirmed my suspicion that this was not so; the land could in theory be recalled any day after the five years by the heirs of the *Cece*. But the *Alkali* admitted that this may not be the case for ten or even twenty years; by then the rent would have been allowed to lapse and the details of the original transaction would be difficult to establish.

In the course of the Fulani conquest certain farms which were at the time without a definite 'owner', the original owner having emigrated before the lease had lapsed, and the lessees having ceased work on the borrowed farms, were simply appropriated by the Fulani landlords within whose territory this 'ownerless' land was lying.

Trees are included in this short-term lease or 'borrowing'. But the strength of this regulation, in harmony though it is with the general principles of Nupe land-rights, has been weakened under present-day conditions. Economic stress has made fruit-bearing trees a very valuable resource, and farmers have in a few cases ignored the traditional practice, given away trees with the land, and even 'lent' trees independently of the land they stand upon. This sort of temporary transfer of trees is a simple means of obtaining money quickly (for example, for the payment

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427 of tax): the owner of oil-palms or locust-bean trees would sell a year's yield of his trees to another person, who in return would pay the tax for him. The issue is still more confused where the transfer of the land with which the trees go appears to be in the nature of a lease for an indefinite period. In this case the original owner or his heirs could claim that the trees, at least, were essentially inalienable, and could be transferred only temporarily, that is, could only have been 'lent' and 'borrowed'. This is itself a compromise, and the attitude of the court in these disputes constitutes a further compromise. In 1934 a farmer had ceded a farm-plot with locust-bean trees on it to another party. After the death of the original owner his heirs reclaimed the trees (though not the land) on the plea that the transfer of the trees could in the nature of things have been meant only as a temporary transfer. The decision of the court was that the new owner should share the crop, fifty-fifty, with the former owners.

Long-term Lease and Purchase

[184] 425 We come now to forms of land-ownership which are typical of Bida and the conquered areas east of the Kaduna and which are almost completely absent in the Trans-Kaduna districts.[1] Among the people of Bida town who derive their livelihood from the land, a few descendants of the original Beni population still own land under tribal conditions, that is, under the conditions described under the heading of village land. Their farms are scattered over the land around Bida—the village land that used to belong to the old, pre-Fulani Bida. But most of this land had been expropriated early in the conquest, under one or other pretext, and the former owners and their descendants had left Bida and moved into the country to other villages or *tunga* settlements, where they found vacant land. Thus of the descendants of the Beni 'town-kings' of Bida only Ndakotsu, the eldest of a number of brothers, had remained in Bida and continued to work the small plots that he had been able to keep; the other brothers had left the town and settled in the country.

Long absence, or the dying out of a family branch, too, gain a totally different aspect here in Bida, as compared with conditions in the village. For the vacated plot is as a rule at once appropriated by one of the big landlords whose lands may surround it, or possibly by one of the three royal houses on whose territory the plot may lie. The latter procedure was, as we shall see, the practice in pre-British times and in the early days of British rule. A somewhat similar case happened during my stay in Bida: a Bida man had returned to the town after a long absence and, claiming his old land, found that it had gone to another man. According to Nupe customary law he had forfeited his right to the land, having been away for such a long period. However, the customary law is not adapted to cope with conditions as they obtain in the town and in 'conquered territory': for here no spare land exists that could be offered to

[1] The exceptions are a few *tunga* settlements which some Bida noblemen have founded outside the 'conquered territory', for example on the Wuya-Kutigi road. There are no *tunga* of this kind west of Kutigi.

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the claimant in compensation for the land he had lost. Besides, the man's old land had changed hands several times in the meantime, and could not simply be taken away from the present owners who had spent work and money on it. The man was unwilling to move to a village, where he could find land, and unwilling, too, to take land in Bida for which he would have had to pay a small rent. He felt that he had been wronged, and being of a rather violent temper and a slightly unhinged mind he attacked the judge and threatened the *Etsu*, and his search for a new place where to live ended under lock and key.

The village ways of obtaining and securing land, rendered impossible by the social conditions obtaining in the capital and in what we have called the 'conquered territories', are replaced by a large variety of other, much more complicated—and costly—methods of land transfer. All land is in fixed hands; land cannot simply be claimed on the grounds of citizenship from the *Etsu* Nupe. Nor is land around Bida, especially the valuable marsh-land, often given away in short-term lease. But land can be acquired by the method of lease for life or of tenantship for an indefinite period. In Bida a large number of dependants of the royal household, fief-holders, former warriors, slaves, or Mallams who were attached to a noble house, possess land granted to them by the king or a powerful feudal lord. These landlords, usually not farmers themselves, are frequently prepared to let their land (or sometimes to sublet it if they themselves have obtained it by a similar arrangement) to men who are in need of land for their farms. If the landlord is of high rank the transaction is never carried out by him personally but always by an agent, who expects a small gratuity from the tenant for his services. The rent itself consists in a comparatively high initial payment in money —£1 to £2—and, again, the fixed annual rent in kind. M., a wealthy Bida man, for example, acquired two years ago a farm for his newly married son from a former slave of *Etsu* Mohamadu. He paid £1 in money, and undertook to pay an annual rent of one bundle of millet. The money was pocketed by the former slave himself, but the rent in kind went to the family of *Etsu* Mohamadu—a sign that the former owner was himself only a tenant (though a tenant of a different category). This transaction is definitely spoken of as sale and purchase of land. The lease itself is, in fact, 'sold' and 'bought'; for the original tenant has ceded all his rights, for a single payment, to the new tenant who takes over the lease from the (real) landlord. The concept of sale and purchase is emphasized further by the practice of the court rarely to bring up the matter of the annual *dzankâ* in kind (although it is almost invariably implied in the transaction). The initial, single payment, and the nature of the right to the land which this payment entails, are the only points with which the court is concerned. The importance of the annual rent in kind, however, apart from the 'purchase' price, reveals itself in the practice of recalling the contract if the tenant leaves the land unworked (that is, is unable to pay the annual tithe). Also, if the tenant has for some other reason discontinued the tithe, the lease may be recalled (though here, as we shall see presently, modern court practice would not sustain the claims of the landlord).

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427 The lease is only for a lifetime—at least in theory—and has to be renewed by another payment in money if the heirs of the tenant intend to keep the land. If tenants and landlord are on good terms, or are social equals, or if the landlord is under some obligation to his tenant, the renewal is a mere formality and may be granted for a small gratuity. Thus tenants often feel justified in regarding their right to the land as implying absolute ownership, ownership *har dbada*, 'for ever'. But the large number of disputes of this kind which come before the court prove that the arrangement is open to misinterpretation as well as misuse. Landlords who for any reason are dissatisfied with their tenants, or have found a higher bidder, may unexpectedly call in the lease, either at the death of a tenant or during his tenancy, or demand on the threat of eviction another, higher, payment from the tenant or his heirs. Here are two examples: A., a rich landlord, had 'sold' the same farm twice, first for 10*s*., and afterwards for 16*s*. E. transferred a farm-plot that had fallen vacant after the death of the tenant twice in two years, pocketing £3 altogether.

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427 425 Like the practice itself the attitude of the court towards these cases of 'purchase' or indefinite lease is ambiguous and uncertain. Only in one respect the issue is certain: all evictions from planted land, between the times of sowing and reaping, is declared illegal on whatever grounds the eviction may be based. Every man is entitled to the fruits of his immediate work. As regards the wider issue the tendency of the court seems to be this: if the transfer of the lease has taken place fairly long ago, the fact of the long occupation (and actual working) of the disputed land is taken to entail permanent ownership; further payments of *dzankd* rent are discouraged, and thus the purchase of the land is recognized as an accomplished fact. (As already said, in cases of this kind an original short-term lease—'borrowing'—is often confused with transfer for an indefinite period or for lifetime.) In other cases, where the transfer took place more recently, the court suggested the alternative solution of a return either of the money or the land.[1] In one or two cases of this kind the *Etsu* even made it clear that he wished to discourage sale of land for money altogether. In summing up a land case that came before the court in 1934, he said that 'it was right to divide up land for the benefit of people who had insufficient land; but this should not be done for money'—a pronouncement which, though morally admirable, does not quite do justice to actual facts. For how, one might ask, can land be 'divided up' for the needy in an area where such strong pressure on land, and such multitude of vested rights in land, obtains, if no allowance is made for some sort of compensation? In the Nupe economic system, firmly based as it is on money, a monetary compensation, sale and purchase, seems the only solution, unless the Administration is prepared to repudiate the whole system of land ownership as it exists in the 'conquered territory' as well.[2]

[1] This decision, however, made no allowance for the diminished value of the land, in the sense that the man to whom it was returned might have to leave it lying fallow for a considerable period before being able to cultivate it again.

[2] In one dispute of similar nature, which came before the court in 1935, the

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It will have been seen already that the land disputes which we have just described reflect more than merely disputable, equivocal land-contracts. The landlords who 'sell' the land are without exception men of the titled classes, courtiers, favourites, or former slaves of the king or of powerful noblemen, and the 'buyers' mostly commoners, peasants who have had no other chance of obtaining additional land. To-day they are coming to realize that their right to the land which they acquire is protected by the Native Court. But till very recently, in order to obtain their rights, they would have had to bribe their way through or to find a protector equal in rank and influence to the landlord who threatened to evict them—a typical source of the institution of clientship, which we discussed in a previous chapter.[1] A final example. A certain farmer had 'bought' land from D., a *bara* of the late *Etsu* Saidu. The *Etsu*, for reasons of his own, refused his confirmation of the deal—D., being a tenant of the *Etsu*, could not transfer the lease without the latter's permission—and the tenant had only one way open: he attached himself to another, more influential, *bara* of the *Etsu* and through him made various gifts to the *Etsu*, over £3 in money, a valuable civet cat, and promised besides an annual rent of two bundles of corn.

Hereditary Land: Secondary Tenantship

Clientship, combined with a métayer arrangement, becomes a factor in land-tenure also in another respect. A commoner who desired more land, or a new piece of land, could give himself into the service or 'patronage' of a landowning overlord and thus secure land as well as political protection. The conditions were: an initial gift in kind as in all pacts of clientship, occasional presents, visits and other expressions of homage, and finally a tithe (*dzankd* again) from his millet or sorghum crop. This submission to patronage was often the only means by which the peasants in Cis-Kaduna could hope to retain their property when threatened with expropriation, and also the only means by which they could secure new land, that is, access to what under tribal conditions would have been a reserve of village land. The necessity of obtaining land and enjoying its secure possession thus constitutes another of the main roots of clientship. The lease of land obtained by these methods is hereditary, and remains in the family, a comparatively safe possession—unless political factors interfere. The tenants are rarely allowed to forget that the relationship between landlord and client implies more than merely a correct commercial relationship. Lack of respect, an apparent failure to render due homage, or behaviour suggestive of changed

Etsu himself suggested that the disputed piece of land (a river grove that was claimed by two neighbouring villages) should be bought for money by one of the parties. The purchase price fixed was 15*s*.

[1] Till very recently no peasant tenant would have dared to invoke the *Etsu*'s or *Alkali*'s help against his landlord; he would have been looked upon as somebody who had broken away from a firmly established tradition of loyalty, one-sided though it was. The tenant in the last example quoted above kept silent for fifteen years; not till 1934 did he venture to bring his case before the court and thus to obtain a final confirmation of his ownership.

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566 allegiance, suffice to make the landlord refuse a renewal of the tenancy or even to cancel a running tenancy. Several cases of this kind have come 427 to my knowledge; one even found its way to court: L., a nobleman of high rank, evicted his tenant (and this in the middle of the planting season!) because he had lacked in loyalty towards him and 'betrayed his confidence'.

427 Political changes have brought about an interesting development. To-day the initiative in this kind of tenantship has to some extent 566 passed from the tenants to the landlords themselves. The landlords were, as we have seen, mostly warriors and courtiers who, living in the 621 capital, never worked their land themselves, but settled their slaves on 567 it, and had it worked by their labour. When slavery was abolished and wars came to an end, when the 'absentee' landlords no longer needed *bara* as soldiers for their private armies and could no longer support a large household of henchmen and hangers-on in the town, they offered their land to their *bara*, and so new settlers went out into the country, occupying the land and founding new farm settlements. Sometimes the noble landowners even settled some of their relations in this fashion on the land, nephews and younger brothers, for whom no place or job could be found in town.

427 All these farm settlements, whether they were for slaves or *bara*, for peasants turned client or clients turned peasant, are called *tunga*—the 566 same name that is applied to the Nupe village 'colonies'. But the 'private' *tunga* has no name of the kind villages possess, but bears the name of the 621 noble patron to whom it 'belongs'. These *tunga* settlements are scattered all over Cis-Kaduna, and surround Bida in a dense belt. There are innumerable hamlets called Sokyara, Maiyaki, Ndeji, or similar titles of nobility—the titles of the landlords under whose patronage the settlements were founded. To our description of the village *tunga* given in a previous chapter we will add here a few examples of the 'private' *tunga*.

Etsu-Kolo (about four miles south of Bida), consisting of two compounds, two families which are distantly related. Called after the founder of the *tunga*, the father of the present family head. This Etsu-Kolo had been, like his father before him, a *bara* of the *Cekpa* in Bida. Later, however, Etsu-Kolo transferred his allegiance to the then ruling Emir, *Etsu* Mohamadu. The change of allegiance proved good policy: *Etsu* Mohamadu procured for him the position of a Village Head for the whole district with its many *tunga* settlements. Since then the family had remained faithful to *Etsu* Mohamadu's house, even after the Village Headship had been abolished again; they are still paying their regular *dzankd* to his successors, at present to the *Shaba* in Bida.

Emi Bwori ('House of Bwori', one mile north of Bida), called after a certain Bwori, the head of the guild of Bida butchers, and a *bara* of *Etsu* Umaru. This Bwori settled his own slaves in this *tunga*. The present owners of it regard themselves as *bara* of the descendants of Bwori, but have abandoned paying *dzankd* to them; but they still go to 'salute' them whenever they come up to town.

Lumanen (four miles west of Bida), a group of very prosperous *tunga* settlements, founded at different times by relations and noblemen attached to the royal house of *Etsu* Masaba. One settlement has been built by the

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father of the present *Maiyaki* for his *bara*, and is accordingly called *Maiyaki*. A second settlement is called *Emi 'tsu Saba*, and was founded in the time of the father of the present family head, who was a slave in *Etsu* Masaba's house. A third settlement was built recently, by the present family head, who was a *bara* of the present *Etsu* Saidu (also of the Masaba dynasty). All three settlements still pay their regular *dzankd* to their patrons. This year's *dzankd* amounted to one bundle of corn and ten yams.[1]

Makū (one mile south of Bida), consisting of three compounds, called after the noble patron of a certain Ndatazi, a peasant who had had a farm somewhere else first and then moved to the present site, obtaining the land with the help of the *Makū*. He lives in one of the compounds; of the other two one belongs to his brother, and one to a distant relative by marriage, who left his old farm and came here, where the land is better, also becoming a *bara* of the *Makū*. Each of the three houses pays an annual *dzankd* to the present *Makū*. It amounted this year to three bundles of corn and ten yams per compound.

Saci (three miles east of Bida), called after the *Saci* of Bida (a nobility rank). It consists of five compounds; in one a son of the *Saci* is living—the other members of his family are living in Bida—in the other compounds *bara* of the *Saci*. They have discontinued paying their *dzankd*, but still pay regular visits to their patron in town.

One word about the economic arrangement obtaining in the *tunga*. The slaves had worked the land entirely for their masters; that is to say, they had no *efakó* (family) land of their own, but were fed and clothed by their masters, and were also allotted smaller, *bucá* plots, which they were free to work for themselves. The arrangement between the landlord and the *bara* whom he settles on his land is the same métayer system which also regulates the tenantship of the free peasant who accepts clientship in order to obtain land. To-day, the difference between former slaves and *bara* has disappeared; for to most of the freed slaves their change of status meant only a promotion from slave to (free) client. Both, in a good many cases, still acknowledge this form of dependence and, as we saw, still return the annual tithe from their crops to the patron, or at least still pay their respects dutifully. The *dzankd* is no longer a compulsory tribute, and would not be upheld by the court. It is a voluntary gift which confirms the relationship of patronage and protection—a relationship which is as real to-day as it was in former times: political protection for oneself and one's children is bought cheaply with a bundle or two of corn a year.

Hereditary Land: Primary Tenantship

The acquisition of land through clientship follows the general pattern of the Nupe feudal hierarchy. A man who obtains land as a *bara* obtains it from a man of higher rank, either a royal prince or nobleman who holds the land in his own right, or from a rank-holder or titled slave or a king's *bara* who has himself obtained the land from another landlord higher up on the hierarchical scale. These 'primary tenants', however, have acquired their land by a different method, namely, through certain

[1] This census was taken in 1934, when *Etsu* Saidu was still alive.

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kinship group and royal 'house', different though they are in many other respects. The possession of land is only one instance of the joint, 'corporate', rights which characterize the two analogous groups. But of this we shall say more later.

Royal Estates

The three royal estates are situated immediately outside the town walls of Bida. On each of the estates we find a small hamlet, called *esoži*, where (former) royal slaves are living, who were appointed to work the land and look after the royal property.[1] Each of the three *esoži* is placed under the headship of a head slave, styled *Sokyara*—a titled overseer of the royal estates.

The first cultivation in the year—the clearing and first hoeing—was always done by large-scale communal labour in which over a hundred people used to join—slaves, *bara*, peasants from the neighbourhood—and which lasted for one or two days. The *Etsu* himself arranged for food and drink (sorghum beer) and for the customary band of drummers and flute-players to play during the work and at the dance afterwards. After this first cultivation the care of the land was left entirely to the slaves. Originally the whole yield of the royal estates went to the *Etsu* and to the other heads of the royal houses. The *esoži* used to supply over a hundred bundles of corn annually. The royal landlord gave his slaves in return food and clothing, and cared for their various needs. The married slaves (as everywhere in Nupe) were given fairly large individual farm-plots of their own which were not only sufficient to provide food for their families but as a rule also allowed some surplus for trade.

Under modern conditions the position of the royal slaves in the *esoži* has been assimilated to that of clients who only pay an annual tithe from the produce of their farms. But the different Emirs dealt differently with the question of adapting the management to modern conditions. *Etsu* Mohamadu, who was not very interested in farming, abandoned the communal work of the first cultivation; he also lost all personal touch with his *esoži*, and insisted only on the annual *dzankà*. *Etsu* Bello, on the other hand, maintained the communal work of the first cultivation; he demanded one-third of the total produce as 'tithe', leaving the rest to the people of the *esoži*. Under the late *Etsu* Saidu and under the present *Etsu* every family head in the *esoži* paid one to two bundles of sorghum or late millet to the royal landlord, the *Sokyara* acting as intermediary—the total tithe amounting to about ten to fifteen bundles a year. When the Government built the new residence for the present Emir a final change took place. The land outside the Wuya gate of Bida, which formerly belonged to the house of *Etsu* Masaba, was bought by the Government as a site for the new building, and turned into Crown land.[2] The

[1] During the dry season the three royal estates, being situated directly outside the town gates of Bida, are the natural camping-ground for the donkey and cattle caravans that pass through Bida. Now it is the customary practice that these camps—rather primitive grass-shelters erected by the people of the *Etsu*—are always pitched on the farm-land belonging to the ruling *Etsu*. His farms have thus the benefit of the well-manured soil.

[2] In accordance with Nupe practice the fruit-bearing trees were not included

1: Nadel E-5 (1934-1936) 1942
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present Emir, who comes from the royal house of Umaru Majigi, thus owns, unlike any of his predecessors, two royal estates: his own family estate near the Jima gate, south of Bida, and the new estate on the Crown land near the Wuya gate, which, like the residence itself, belongs to the modern accoutrements of his office. The *esoži* people on his family estate were prepared to work for him on the usual *dzankà* arrangement. But the *esoži* of *Etsu* Masaba—the *esoži* on the land that had now become his official estate—refused to work for their new landlord on the old terms, and demanded money wages. Finally, when the *Etsu* in 1936 started an experimental farm for mixed farming on his family estate, the *esoži* workers there also denounced the old agreement and demanded wages; for this was work of a new kind altogether, work carried out entirely for their landlord, no longer work after their own fashion, from which they could hand over the traditional share in the produce.

Non-agricultural Use of Land

A few words must be said in conclusion about rights to land that is used for other than agricultural purposes, such as clay-pits from which clay is obtained for pottery or for the sun-dried bricks used in house-building, the iron-ore deposits which are used by the native iron-ore smelters, or the space needed for the dye-pits of the indigo dyers. All these stretches of land, whether they are situated close to the house (like the dye-pits) or some distance away (like the clay-pits and the ferruginous hill-side) are accessible to all.

The thick strips of rain-forest near the rivers are specially valuable 'no-man's-land'. Here woodcarvers and carpenters find the timber they need for their work. The branches of certain palm-trees are used for rafters in roof building; a certain species of reed is used for the making of the curtain-like mats which the Nupe call *eshegi* (the Hausa *asabari*); other species of grass, and the leaves of the dum-palm, are used for mat-making and the making of straw hats. The fact that these materials are found only in certain places, far away from the town where the craftsmen who are using them are living, is turned to economic use, and the procuring of the raw material thus gains independent commercial significance: the big palm-branch rafters are sold on Bida market by the men who cut them; and men and women frequently use the time of comparative leisure in the dry season to travel down to the river in order to collect dum-palm leaves and marsh-grass, which they sell later, for a little money, to mat- and straw hat makers.

The collecting and selling of firewood (which is done by women) and the cutting and selling of grass for roofing (done by men) belongs to a slightly different category. For in this case the non-agricultural use of land does not apply to 'no-man's-land'; the farmers and their families

in this transaction and remained the property of the original landlords, i.e. the head of the house of *Etsu* Masaba. Thus in January 1936, when the new official residence of the Emir had been standing already for almost a year, people from the house of *Etsu* Masaba were collecting the fruits of the trees on the new Crown land.

1: Nadel E-5 (1934-1936) 1942
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thirteen looms, of which only ten were actually used, as the family numbered at that time only ten adult men. The individualistic nature of this work, however, in which no actual working together of several individuals is involved, is reflected in the restricted *efakó* arrangement, which comprises only a man and his young, as yet unmarried, sons. As soon as the sons are married, they work on their own, although they may continue to use the looms and tools which the family head had allotted to them when they were still working in the *efakó* group. The *efakó* head also supplies them with cotton thread for the start. When they are fairly launched on their new individual work they have to buy their own raw material from the proceeds of their work. Only the looms are still regarded as family property, and are kept in repair or replaced if necessary by the head of the household. In this case the individual worker pays the family head a regular 'rent' (called *lada*, lit. wages) of 2*d*. in every 3*s*. which he earns with his work—an arrangement which clearly takes into account the high cost of new looms. This arrangement, however, has been dropped; the young workers make themselves responsible for the cost of repairs or the purchase of their means of production, and the family head only receives occasional presents of food and clothing. In a number of cases I found the *efakó*-unit still further reduced, and even unmarried sons working on their own as soon as they reached the age when tax had to be paid for them. The difficulty which many family heads have to-day in providing tax money for a large family explains this disintegration of the labour-unit. The steadily declining demand for native woven cloth has been the main cause. In many houses looms stand unused, because weaving is no longer profitable, and young men, released from the *efakó*-unit, use their newly won leisure to turn at least temporarily to other, more lucrative, professions. In one weaver's family one of the three sons had given up weaving and become a messenger in the District Office; in another family, two of the six sons became servants in houses of Europeans, and only one of the two returned to his old profession after a number of years, having collected enough money for his bride-price and for a new start in his former profession.

The individual weaver is free to plan his work independently, and there are a number of different methods which he can adopt. The long narrow strips of cloth which the Nupe looms produce are always woven to a standard length of ten *kpere*, i.e. arm's lengths, the weaving of which takes five days. The most expensive, striped, cloth is then cut into five strips of two *kpere* each and sewn together, edge to edge, to form the complete *ede*, cloth, of the kind worn by women round the waist or as kerchiefs over the head. It is reckoned that one man can produce three to four lengths every month. The Nupe weavers work every day except Friday, but much time is taken up in getting the cloth sold. A weaver can entrust his goods to one of the brokers who have their shops on the Bida night market; but nowadays this means a long wait—even if one is lucky enough to get the cloth sold at all. Many younger men prefer therefore to do their own trading, and wander through the villages, often for three or five days, selling their cloth in village markets where there is less competition both in native-made and European goods. One piece of